

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
___ DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v.

CASE NO.

ROBERT STEVENS
d/b/a PRO-PAVE ASPHALT, d/b/a
ROBERT STEVENS CONSTRUCTION,
and d/b/a R S ASPHALT

DEFENDANT

COMPLAINT

The State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General (“the State”), for its Complaint against Robert Stevens d/b/a Pro-Pave Asphalt, d/b/a Robert Stevens Construction, and d/b/a R S Asphalt (hereinafter “Stevens” or “Defendant”) states:

I. INTRODUCTION

1. This is a consumer protection action brought to redress and restrain violations of the Arkansas Deceptive Trade Practices Act (“ADTPA”), Ark. Code Ann. §§ 4-88-101 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), Ark. Code Ann. § 4-89-102.

2. The State seeks restitution for affected consumers, an order imposing civil penalties, an injunction, and other relief against Defendant.

II. PARTIES

3. Plaintiff is the State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General. Attorney General Rutledge is the chief legal officer of the State. Pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-113, the State may seek civil enforcement of the ADTPA.

4. Defendant, Robert Stevens d/b/a Pro-Pave Asphalt, d/b/a Robert Stevens Construction, and d/b/a R S Asphalt, is a sole proprietorship with no business registration with the Arkansas Secretary of State. Upon information and belief, Defendant is located at 6906 Manor Crest Drive, Texarkana, Arkansas 71854.¹ At all times relevant to the circumstances alleged in the Complaint, Robert Stevens operated, controlled, and directed the business activities of Pro-Pave Asphalt, Robert Stevens Construction, and R S Asphalt, personally participating in, or ratifying the acts and practices of Defendant's employees as described in this Complaint. Therefore, he is personally, jointly, and severally liable for the deceptive acts of Pro-Pave Asphalt, Robert Stevens Construction, and R S Asphalt.

III. JURISDICTION

5. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104 and the common law of the State of Arkansas.

¹ Exhibit 1, Copy of Defendant's business card.

6. Defendant Stevens has transacted business in the State of Arkansas within the applicable statute of limitations. This Court has jurisdiction over Stevens pursuant to Ark. Code Ann. § 16-4-101, which extends jurisdiction to all persons, causes of action, and claims for relief, to the maximum extent permitted by the Due Process Clause of the Fourteenth Amendment of the United States Constitution. At all times relevant to this lawsuit, Defendant availed himself of the privileges of conducting activities within the State of Arkansas by selling asphalt and providing paving and resurfacing services throughout Arkansas.

7. Venue is proper pursuant to Ark. Code Ann. §§ 4-88-104, 4-88-112, 16-60-104, and the common law of the State of Arkansas.

IV. FACTUAL ALLEGATIONS

8. Consumers report that Defendant solicits business by knocking on the doors of Arkansas consumers and offering to repair their sidewalks and driveways with leftover asphalt from prior contracts at a reduced price.

9. Stevens then verbally quotes a price per yard of asphalt and insists that he is offering a huge discount, but fails to provide an estimate of the total price.

10. After completing or nearly completing the asphalt work, Stevens demands exorbitant payment amounts and reportedly, on occasion, even threatens or intimidates consumers until they agree to pay.

11. After the work is completed or nearing completion, Defendant provides consumers with invoices that contain vague product and service descriptions, if any, and charges “flat rates” along with the “Total Job Price.”²

12. The invoices provide a signature line for the customer but not for the Defendant.

13. Despite typically completing the work on the same day as the home solicitation, Stevens fails to inform consumers of their three-day right to cancel as required by the HSSA.

14. Additionally, Stevens’ invoices include the statement: *“If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.”*³ This policy by its terms is a direct violation of the HSSA’s requirement of a three-day right to cancel.

15. Since 2016, the Attorney General’s Office has received eight (8) unresolved complaints, six of which are from senior citizens over the age of sixty, including:

- a. Consumer A, a 68-year-old woman from Manila, Arkansas, reported that on April 28, 2016, Stevens came to her house, told her that he had been working on paving Highway 18, and asked if he could pave her driveway.⁴ He offered to do the work for \$1,500, but she declined. She stated that he then left, but came back 30 minutes later and offered to do the job for \$1,000. Defendant claimed that his truck had blown an

² Exhibit 2, Defendant’s Invoice.

³ *Id.*

⁴ Exhibit 3, Consumer Complaint 16-05407.

airbag and he really needed to unload the asphalt. Consumer A agreed to pay \$1,000, but after Defendant completed the work, Stevens measured the driveway and demanded \$3,600 because “we used more asphalt.” When the consumer refused to pay, Stevens dropped the price to \$3,000, followed the consumer into her home uninvited, and continued to argue about the price. Because of the pressure and intimidation Consumer A experienced from Defendant following her into her home and demanding a higher payment, she finally paid Stevens \$3,000 – three times the amount they had initially agreed to. After Consumer A disputed the payment with her credit card company, Stevens reportedly agreed to return half of the payment to the card, but ultimately failed to do so.

- b. On May 26, 2017, Stevens parked his asphalt truck at Consumer B’s England, Arkansas business and claimed to have some asphalt that he needed to get rid of.⁵ According to the consumer’s complaint, in order to solicit business, Defendant informed the business that he had “overlaid all the streets in Humnoke, AR.” Based on this information, Consumer B agreed to pay \$4,500 for paving work at her business, but within a month, part of the pavement started falling apart. Although Defendant’s contract promised a one-year guarantee, Stevens has failed

⁵ Exhibit 4, Consumer Complaint 17-06055.

to make repairs and has not returned the consumer's phone calls since July, 2017.

- c. On June 17, 2017, Stevens approached Consumer C, an 84-year-old Little Rock resident, at the consumer's home.⁶ Stevens offered to pave the consumer's driveway with leftover asphalt at a reduced price, but failed to provide a contract or an estimate, and only confused the consumer about the price and the purported discount. Consumer C ultimately made four separate payments totaling \$11,500 despite Stevens's failure to inform him of his three-day right to cancel.
- d. On June 19, 2017, Consumer D, an 87-year-old resident of Texarkana, Arkansas, was approached at his home by Defendant. Stevens told him that he had some leftover asphalt from another job that he would lay for "real cheap."⁷ Stevens claimed that he could not provide an estimate because he did not know how much asphalt he had in the truck. Stevens then went to check the asphalt in his truck while Consumer D went back inside the house. Although Consumer D and Stevens never reached an agreement on the price, Stevens began tearing up the driveway to repave it before he and the consumer had agreed on whether to begin the work at all. After the work was finished, Consumer D told Stevens that he did not currently have the money in the bank to pay. After two of Stevens' employees followed Consumer D and pressured the consumer

⁶ Exhibit 5, Consumer Complaint 17-08181.

⁷ Exhibit 6, Consumer Complaint 17-04585.

to immediately pay in full, Consumer D reluctantly gave Stevens his credit card. Stevens then charged \$5,400 to the card before delivering an invoice to Consumer D. Consumer D inspected the completed driveway and noted that Stevens: paved over the water meter lid; extended the asphalt to cover part of his neighbor's driveway; overstated the driveway measurements by at least thirty feet; and, applied the material at an inconsistent thickness ranging from 3/4 of an inch to four inches deep in some places. Consumer D, who was never apprised of his three-day right to cancel as required by Arkansas law, disputed the payment with his credit card company and filed a police report the next day.

- e. On June 26, 2017, Stevens parked his asphalt truck in front of the home of Consumer E, a 77-year-old Little Rock resident, and offered to pave her driveway with leftover asphalt from another job.⁸ Stevens told Consumer E that he would charge \$30 per square yard of asphalt, but did not otherwise provide an estimate of the price. After paving the driveway, Stevens charged Consumer E \$4,980, without apprising her of her three-day right to cancel as required by the HSSA.
- f. On July 11, 2017, Stevens approached Consumer F, a 67-year-old resident of Mabelvale, Arkansas, while the consumer was mowing his yard.⁹ Consumer F states that two-thirds of his driveway was already

⁸ Exhibit 7, Consumer Complaint 18-06481.

⁹ Exhibit 8, Consumer Complaint 17-04639.

paved, but that he agreed to allow Stevens to pave the remaining unpaved portion. Consumer F requested an estimate, but Stevens claimed that he could not measure the area or give an estimate until the work was finished. Contrary to the agreement and without Consumer F's permission, Stevens then repaved the entire driveway –instead of just the unpaved portion– and demanded payment of \$5,000 without informing the consumer of his three day right to cancel.

- g. In July, 2019, Consumer G, a 78-year-old resident of Benton, Arkansas, noticed Defendant paving his neighbor's driveway. Consumer G then decided to walk over and ask Stevens for a quote to seal his driveway.¹⁰ About a week later, on July 30, Stevens stopped by Consumer G's house and claimed to have leftover material from another job that he could spread on the consumer's driveway at \$30 per yard with no labor cost. Consumer G asked how many yards of material Stevens had, but Stevens claimed that he "couldn't remove the curtains to see." One of Defendant's employees spoke with Consumer G on the other side of the house where Consumer G could not see the work, or how much asphalt was used, until the paving was nearing completion. Stevens then handed Consumer G a \$16,000 invoice, which the consumer believed was for more than what Stevens had advertised to him as "a little material left from a job." When Consumer G balked at the price, one of

¹⁰ Exhibit 9, Consumer Complaint 19-05738.

Defendant's employees warned that another of Stevens's employees was an ex-heavyweight boxer. Consumer G never intended to contract for \$16,000, but he was intimidated into paying the full amount without being given an opportunity to cancel. Only after a news story aired on KATV Channel 7 about his business practices did Stevens agreed to refund \$5,000, but the paving work is still incomplete, and Consumer G was charged significantly more than the advertised \$30 per yard of material.

- h. On August 26, 2019, Defendant approached Consumer H at a property in Gravette, Arkansas, and offered to pave the consumer's driveway with leftover asphalt at a "steeply discounted rate."¹¹ Consumer H informed Stevens that he did not own the home, but invited Stevens to follow him to his house to give a quote on paving his driveway. Before reaching an agreement, Defendant's crew started working while insisting that Consumer H would be "very happy" and that the consumer was getting a "great deal." Consumer H continued to ask for a price, but reported that he felt "a bit threatened" when trying to get information. When Stevens finished the job in approximately two hours, Stevens did some arbitrary calculations and handed Consumer H a bill for \$9,488. Consumer H protested the amount, but Defendant and his employees "got confrontational" and attempted to follow the consumer into his

¹¹ Exhibit 10, 19-05458.

house. After being unduly pressured into writing the check, Consumer H put in a “stop-payment” with his bank and contacted the police. Consumer H was not informed of his three-day right to cancel and was overcharged by a considerable amount that he never agreed to.

V. VIOLATIONS OF LAW

Arkansas Deceptive Trade Practices Act

16. The ADTPA sets forth the State’s statutory framework governing deceptive, false, and unconscionable trade practices.

17. The business practices of Defendant constitute the sale of “goods” or “services” within the meaning of Ark. Code Ann. § 4-88-102(4) and § 4-88-102(7). The same business practices constitute business, commerce, or trade within the meaning of Ark. Code Ann. § 4-88-107. Defendant supplies driveway and sidewalk resurfacing goods and services to consumers in Arkansas.

18. Ark. Code Ann. § 4-88-107(a)(1) provides that it shall be unlawful to “knowingly make a false representation as to the characteristics, uses, benefits...of goods or services...” Defendant has engaged in prohibited conduct by making false representations of the amount, thickness, price, and measurements of asphalt products.

19. Ark. Code Ann. § 4-88-107(a)(3) provides that it shall be unlawful to advertise “the goods or services with the intent not to sell them as advertised.” Defendant has engaged in prohibited conduct by offering warranties and service guarantees with no intention of honoring them.

20. Ark. Code Ann. § 4-88-107(a)(10) provides that it shall be unlawful to engage in unconscionable, false, or deceptive acts or practices in business, commerce, or trade.” Defendant has engaged in prohibited conduct by failing to provide an estimate of the price before completing the asphalt paving or resurfacing, and by misrepresenting that the goods and services were available at a special or reduced price.

21. Ark. Code Ann. § 4-88-108(1) prohibits the “act, use, or employment by any person of any deception, fraud, or false pretense, and Ark. Code Ann. § 4-88-108(2) prohibits the use of “concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any goods and services.” Defendant has engaged in prohibited conduct by failing to disclose the material terms of the contract, including failing to disclose the buyer’s right to cancel and failing to give accurate descriptions of the goods and services purchased.

Home Solicitation Sales Act

22. Any home solicitation sale conducted in violation of the HSSA shall constitute an unfair and deceptive act or practice as defined by Ark. Code Ann. §§ 4-88-101, *et seq.*

23. Defendant conducts door-to-door sales of asphalt paving goods and services.

24. Defendant is a “seller” of consumer goods or services as defined by the statute, including “any person, partnership, corporation, or association engaged in the door-to-door or telephone sale of consumer goods or services.”¹²

25. Asphalt is a “good” described as “tangible chattels bought primarily for personal, family, or household purposes, ...including goods which, at the time of the sale or subsequently, are to be so affixed to real property as to become a part of such real property whether or not severable therefrom[.]”¹³

26. Asphalt paving and resurfacing are “services” within the meaning of the HSSA, described as “work, labor, or other services furnished primarily for personal, family, or household purposes, including, but not limited to, services in connection with the repair, alteration, or improvement of residential premises...”¹⁴

27. Defendant failed to comply with the requirements of Ark. Code Ann. §§ 4-89-107 and 4-89-108 when Defendant failed to notify consumers of their three-day right to cancel—a requisite of the HSSA.

28. Defendant failed to comply with the requirements of Ark. Code Ann. §§ 4-89-107 and 4-89-108 when he misrepresented the consumer’s right to cancel with an invoice stating, *“If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.”*¹⁵

¹² Ark. Code Ann. § 4-89-102(5).

¹³ Ark. Code Ann. § 4-89-102(3).

¹⁴ Ark. Code Ann. § 4-89-102(6).

¹⁵ See Ark. Code Ann. § 4-89-102(b)(2) which defines “Misrepresenting in any manner the consumer's right to cancel” as a deceptive trade practice.

29. Contracts solicited by Defendant for asphalt and cement paving are unenforceable because of the following violations of the HSSA :¹⁶

- a. representing directly or indirectly that Defendant is primarily conducting or participating in any activity other than soliciting business or misrepresenting in any manner the purpose of the solicitation;¹⁷
- b. Representing directly or indirectly that any price is a special or reduced price, unless it constitutes a significant reduction from the seller's established selling price at which the goods or services have been sold in substantial quantities in the recent and regular course of trade, or misrepresenting in any manner the savings that the consumer will receive;¹⁸
- c. Failing to disclose clearly and unqualifiedly during the initial contact or solicitation and at all subsequent contacts or solicitations, whether by telephone, written communication, or person-to-person, that the purpose of the contact or solicitation is to sell goods or services;¹⁹ and
- d. Failing to disclose clearly and conspicuously, both orally and in writing in the contract:
 - (a) The total cash price;
 - (b) The down payment;
 - (c) The unpaid balance of the cash price;

¹⁶ Ark. Code Ann. § 4-89-102(b)(2).

¹⁷ Ark. Code Ann. § 4-89-102(2)(C).

¹⁸ Ark. Code Ann. § 4-89-102(2)(G)

¹⁹ Ark. Code Ann. § 4-89-102(2)(H).

- (d) The number, amount, and due dates of payments necessary to pay the unpaid balance in full; and
- (e) An accurate description of the goods or services purchased.²⁰

30. Defendant violated Ark. Code Ann. § 4-89-102(2)(G) by misrepresenting to consumers that they were getting discounts on so-called “leftover asphalt” when there was in fact no discount from an established selling price.

31. Defendant violated the HSSA when their door-to-door salespersons did not provide consumers with a written document sufficient to indicate a contract for sale was made, signed by both parties, contained the name and address of the seller, and was provided to the consumer at the time the consumer actually signed the document.²¹

VI. PRAYER FOR RELIEF

32. Pursuant to Ark. Code Ann. § 4-88-113(a), the Attorney General may bring a civil action seeking to prevent persons from engaging in the use or employment of any prohibited practices.

33. Under the provisions of Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1), the Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.

34. Pursuant to Ark. Code Ann. § 4-88-113(a)(2), the Attorney General may seek to restore to any purchaser who has suffered any ascertainable loss by reason of the use or employment of the prohibited practices any moneys or real property which

²⁰ Ark. Code Ann. § 4-89-102(2)(I).

²¹ Ark. Code Ann. §§ 4-89-102(2)(I) and 4-89-108(b)(1).

may have been acquired by means of any practice declared to be unlawful by this chapter, together with other damages sustained.

35. Pursuant to Ark. Code Ann. § 4-88-113(a)(3), any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000.00 per violation.

36. Pursuant to Ark. Code Ann. § 4-88-113(b), the Attorney General may petition the Court to order the suspension or forfeiture of franchises, corporate charters, or other licenses or permits or authorization to do business in this state.

37. Pursuant to Ark. Code Ann. § 4-88-113(d)(1), “[e]very person who directly or indirectly controls another person who is in violation of or liable under” the ADTPA. Additionally, every partner, officer, or director of another person who is liable thereunder “shall be jointly and severally liable for any penalties assessed and any monetary judgments awarded in any proceeding for civil enforcement of the provisions of” the ADTPA, “provided that the persons to be held jointly and severally liable knew or reasonably should have known of the existence of the facts by reason of which the violation or liability exists.”

38. Likewise, under the provisions of Ark. Code Ann. § 4-88-113(e), any person who violates the provisions of the ADTPA shall be liable to the office of the Attorney General for all costs and fees, including, but not limited to, expert witness fees and attorneys’ fees incurred by the office of the Attorney General in the prosecution of such actions.

39. A “person” is an individual, organization, group, association, partnership, corporation, or any combination thereof. Ark. Code Ann. § 4-88-102(5).

40. Defendant is a “person” who has engaged in unconscionable, false, or deceptive acts or practices in business, commerce, or trade, as alleged herein.

41. Pursuant to Ark. Code Ann. §§ 4-88-201, *et seq.*, Defendant is subject to enhanced additional penalties of \$10,000 per violation for targeting consumers sixty 60 years of age or older, which is payable to the Elder Person and Person with a Disability Victims Fund.

42. Pursuant to the HSSA, every violation of the Home Solicitation Sales Act constitutes a violation of the Deceptive Trade Practices Act. Ark. Code Ann. § 4-88-105.

43. The Attorney General demands a trial by jury.

44. The Attorney General reserves the right to amend the State’s Complaint or plead further.

WHEREFORE, the above premises considered, the State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General, respectfully requests that this Court:

- a. Issue an injunction, pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1), preventing Defendant from engaging in any deceptive acts or practices;
- b. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2), requiring Defendant to pay consumer restitution to those Arkansas consumers affected by the activities outlined herein, including funds paid by consumers to other contractors to complete or correct work started by Defendant. In addition to, or in the alternative, Defendant should be

ordered to return all funds received by Defendant as a result of the use of prohibited practices;

- c. Impose civil penalties, pursuant to Ark. Code Ann. § 4-88-113(a)(3), against Defendant in the amount of \$10,000.00 per violation for each violation of the ADTPA proved at the trial of this matter;
- d. Impose enhanced civil penalties pursuant to Ark. Code Ann. § 4-88-201 against Defendant in the amount of \$10,000 per violation committed against an “elder person.”²²
- e. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(b), requiring Defendant to forfeit any corporate charters, licenses, permits, and authorizations to do business in Arkansas which may currently be enjoyed by Defendant.
- f. Issue an order pursuant to Ark. Code Ann. § 4-88-113(b) preventing Defendant from owning, directing, controlling or managing a business that performs cement or asphalt paving, repair, building, or maintenance in Arkansas.
- g. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring Defendant to pay the State’s costs and fees in this litigation, including, but not limited to, attorneys’ fees; and
- h. Grant all other relief that may be just and appropriate.

Respectfully submitted,

LESLIE RUTLEDGE

²² An “elder person” is defined as a person who is sixty (60) years of age or older.

ATTORNEY GENERAL

By: /s/ Jason Epperson
Jason Epperson
Ark. Bar. No. 2015083
Assistant Attorney General
323 Center Street, Suite 200
Little Rock, Arkansas 72201
Telephone: 501-682-6491
Fax: 501-682-8118
Jason.Epperson@ArkansasAG.gov

Driveways • Parking Lots • Specializing in Overlays



6906 Manor Crest Dr.
Texarkana, USA

870-772-0968
cell: 903-293-1636

EXHIBIT

1

Pro-Pave Asphalt

844-459-5958

CUSTOMER

Name: [REDACTED] *my name*

Address: [REDACTED]

City: Brenton, AR 72019

Phone #: _____

- ☐ Hot Tar
- ☐ Hot Mix
- ☐ Basing
- ☐ Paving
- ☐ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ FLAT RATE sq. yds.

5375 sq. yd.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9 _____

30 sq. yd.

Total sq. yards is: FLAT RATE sq. yds.

The Down Payment is: \$

Labor Fee is: \$

\$42.50 sq. yd.

Total Job Price: 16,000 \$

Will stop at FLAT RATE sq. yd. and see if customer wants more material.

Customer

*1505
1/30/19*

Date 7-1-30-19

EXHIBIT

2

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS



RECEIVED

JUL 29 2016

ATTORNEY GENERAL
OF ARKANSAS

Consumer Protection Division

(501) 682-2341 (800) 482-8982

ArkansasAG.gov

Consumer@ArkansasAG.gov

Office of Arkansas Attorney General
323 Center Street, Suite 200
Little Rock, AR 72201-2610

CONSUMER COMPLAINT

Please type or print with ink. A copy of this complaint will be sent to the party complained against.

[Redacted]
Your NameRobert + Stevens Construction
Company/Individual Complained Against[Redacted]
Your Address6906 Manor Crest Drive
AddressManila, AR 72442
City, State, Zip CodeTexarkana Ar. 71854
City, State, Zip CodeYour County NONE
Your Home Telephone903-949-9642
TelephoneYour Work Telephone NONE
Your Mobile Telephone [Redacted]un Known
Company Website

Name of Salesperson Robert Stevens

Your Email Address

May we communicate with you via email? ☐ Yes ☒ No

Account Number (if applicable)

Your Age 68 Date of Transaction 4-28-2016

Estimate of dollars involved \$3000.00

Product or Service Involved Driveway paving

Your view as to a fair resolution of this matter: Refund to my "Visa" card of \$2000.00 dollars

PLEASE EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT. ENCLOSE COPIES (NOT ORIGINALS) OF ANY CONTRACTS, SALES SLIPS, CANCELLED CHECK, ADVERTISEMENTS, CORRESPONDENCE OR RELATED DOCUMENTS. Attach additional sheets if necessary.

The information contained here is true and accurate to the best of my knowledge. I understand that the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of the activities of this party and for any other assistance which may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand that a copy of what I submit to the Attorney General's Office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's Office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and that it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

Date 7-26-2016

Signature of person filing complaint

EXHIBIT

3

Dear Miss Attorney General:

The following is true to the best of my recall.

Mr. Robert Stevens lied and has continued to lie to myself and my Wells Fargo

Dispute Resolution Department as of 7-26-2016. Robert Stevens has not done one thing to correct this matter. This is a situation that has caused myself many a sleepless night worrying about how to pay for something ^{that} I didn't agree on. Please - Please - Please Help - me!

phone [REDACTED]

[REDACTED]
Manila Ar 72442
[REDACTED]

To Whom it May Concern

On April 28, 2010 Robert Stevens came to my home at [REDACTED] Manila Ar. 72442. He stated he was working on Hwy 18 paving, and ask if I wanted my driveway done. I ask how much! His reply one thousand five hundred dollars (\$1500.00). I said no, I couldn't at this time!

Robert Stevens returned about 30 minutes later and said, "I've got a truck that has a blown Air bag" and I really need to get it emptied and back to the office now about one thousand dollars (\$1000.00). Adding cubic this and cubic that? Robert Stevens stated he really needed the work! He left, and returned again!

This time we agreeded on one thousand dollars. (\$1000.00)

When the work was done, he magically brought out a "round wheel tool" that measured the length of my driveway and now said I owed him three thousand-six hundred dollars, I said, "what happened to the one thousand dollars?" Robert Stevens replied "ho we used more asphalt! I ask, "what more asphalt?" I said I couldn't pay that!

Stevens, said OK! three thousand dollars.
 (\$3000⁰⁰) again I said I couldn't pay!!

I said just a minute, and turned and went
 in my house.

Before I could say anything he (Stevens)
 had followed me in the house. So we started
 going back and forth about the price! I felt intimidated
 there was no way to get him out of my home,
 so I give him my credit card!

I'm 68 years old and did not know what to do!!
 I now know I should've call the police! I called
 City Hall later that day they stated that
 "Robert Stevens" had ^{no} permits to be working
 in the City of Manila, Gr. that day.

City Hall advise me to call me credit card
 Company!

My Wells Fargo Credit Card Company said
 that I should call Mr. Stevens and try and
 work out something of compromise because
 I signed the work order. This work order
 was not signed, ^{or} given to me until after
 all the work was done! and we were going back
 and forth about the price. I never signed a credit
 Card receipt.

So I call Mr. Stevens ^{and} we agreed on

[REDACTED]
a refund of one thousand-five hundred dollars 4 of 8
(\$1500.00) would be credited to my charge (wells
fargo Visa) card! This call ~~was~~ very nasty
Conversation.

I Called Back the Wells Fargo Dispute
Resolution Department ([REDACTED]).
She then try to phone Robert Stevens,
(phone voice mail) [REDACTED] left a message.

[REDACTED] stated Mr. Stevens called her back
and stated he would credit my charge card for
one thousand-five hundred dollars!

I always thought Mr. Stevens should've
re-funded the (\$2000.00) two thousand
dollars, not (\$1500.00) one thousand-five hundred
because we agreed on one thousand
dollars for the job! But Wells Fargo Credi
thought differently. So, I agreed!

May 4, 2016 at 10:06 A.M. CST Robert Stevens called again and stated he didn't know how to credit my charge card and that he would send a check for the amount of one thousand five hundred dollars (\$1500.00), end of call.

May 17, 2016 Miss [REDACTED] (Dispute Department) from Wells Fargo called and asked if I had received a check from Robert Stevens, I said NO! She ask if she could place me on hold and try and have a three way conversation with Stevens, I said yes! [REDACTED] came back on the line stating she had to leave a "message," no one answered.

May 19, 2016 -

I called the Dispute Department, they stated Robert Stevens had called back and said he would be mail a check to me for one thousand five hundred dollars (\$1500.00).

May 24, 2016. Wells Fargo Dispute Department = Called = [REDACTED] asked if I had received a check! I stated NO! But on May 22, 2016 at 9:38 P.M. Robert Stevens called again saying he would be sending a check the next day!!!

606-8

[REDACTED]

May 27, 2016, I have Not Received
or spoken to Robert Stevens again!

To the Dispute Department:
I believe Robert Stevens has not handled
this work and said charges honestly. Robert
Stevens knew always how long my driveway
was and how much asphalt was needed to
do the job.

This is a dishonest person who has
lied to me and your Dispute Department.

Are you going to allow this bait and switch
scheme, to go on. I'm sixty-eighty years
old, single woman on social security. I can
only hope you have a grandmother somewhere
and you would not allow this to happen
to her!

Thank You!

[REDACTED]

P.S. Mr. Stevens is supposedly working on Hwy 18
for some asphalt contractor. Mr. Stevens had
two trucks, and about 10 men working for him!

Driveways • Parking Lots • Specializing in Overlays

RS ASPHALT

Roberts Stevens
Owner

903-949-9642
6906 Manor Crest Drive • Texarkana, AR 71854 USA

8078

RS Asphalt

903-949-9642

[Redacted]
[Redacted]
[Redacted]

CUSTOMER

8^{AM} - 11 PM

Name: [Redacted]

Address: [Redacted]

City: Manilla Ar.

Phone #: [Redacted]

- ☒ Hot Tar
- ☒ Hot Mix
- ☒ Basing
- ☒ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☒ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☒ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ Flat Price sq. yds.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9 sq. yds.

Total sq. yards is: Flat Price sq. yds.

The Down Payment is: \$

Labor Fee is: \$

Total Job Price: 3,000.00 \$

credit Card
[Redacted]
[Redacted]
287
\$32.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

Customer

X [Redacted Signature]

Date 4, 28, 16

WE DO NOT USE LEFTOVER MATERIAL.

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS



Office of Arkansas Attorney General
323 Center Street, Suite 200
Little Rock, AR 72201-2610

CONSUMER COMPLAINT

Consumer Protection Division
(501) 682-2341 (800) 482-8982
ArkansasAG.gov
Consumer@ArkansasAG.gov

Please type or print with ink. A copy of this complaint will be sent to the party complained against.

Your Name [REDACTED]

RS Asphalt
Company/Individual Complained Against

Your Address [REDACTED]

2513 McLain Blvd. 215
Address

Coy, AR 72037
City, State, Zip Code

No. Little Rock, AR 72116
City, State, Zip Code

LONOKE
Your County

870-772-0968
Telephone

[REDACTED]
Your Home Telephone

Company Website

[REDACTED]
Your Mobile Telephone

Name of Salesperson Robert Stevens

[REDACTED]
Your Email Address

May we communicate with you via email? ☒ Yes ☐ No

Account Number (if applicable)

Your Age 70 Date of Transaction 5/26 + 6/1/17

Estimate of dollars involved \$4500.00

Product or Service Involved Asphalt

Your view as to a fair resolution of this matter: just want one area done repaired.

PLEASE EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT. ENCLOSE COPIES (NOT ORIGINALS) OF ANY CONTRACTS, SALES SLIPS, CANCELLED CHECK, ADVERTISEMENTS, CORRESPONDENCE OR RELATED DOCUMENTS. Attach additional sheets if necessary.

EXHIBIT
4

He stopped here with some asphalt he needed to get rid of. I had some areas that needed repaired. He had overlaid all the streets in Humnoke, AR. It looked like he had done a good job. Some of work he did was fine. One area just fell apart. He promised to come back but since 7/1/17 he won't answer our calls.

The information contained here is true and accurate to the best of my knowledge. I understand that the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of the activities of this party and for any other assistance which may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand that a copy of what I submit to the Attorney General's Office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's Office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and that it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

Date 8/28/17

[REDACTED]
Signature of person filing complaint

over

I know this was a scam.

I am enclosing paperwork from another person that is dissatisfied.

He had told them that we sent him to them. We did not!

I just found out that he was not the one that did the streets in Hummoke.

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: Englewood AR

Phone #: 501- [REDACTED]

- ☒ Hot Tar
- ☒ Hot Mix
- ☐ Basing
- ☒ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ Flat Price sq. yds.

Every 10 sq. yard is: \$ _____

10 sq. yards consist of a 10x9 _____

Total sq. yards is: Flat Price sq. yds.

The Down Payment is: \$ _____

Labor Fee is: \$ _____

Total Job Price: 1,800.00 \$ 00

\$32.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

[REDACTED] Customer

Date 6 / 1 / 17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: England, AR 72046

Phone #: 501- [REDACTED]

- ☐ Hot Tar
- ☐ Hot Mix
- ☐ Basing
- ☐ Paving
- ☐ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ Flat Price sq. yds.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9

Total sq. yards is: Flat Price sq. yds.

The Down Payment is: \$

Labor Fee is: \$

Total Job Price: 10,500 \$ 00

\$32.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

Customer

Date 5 / 26 / 17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

[REDACTED]

Robert Stevens

asphalt.

6/1/2017

17056

1,800.00

checking

asphalt

1,800.00

[REDACTED]

Robert Stevens

asphalt.

5/26/2017

17053

10,500.00

checking

asphalt

10,500.00

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: Humoke, AR

Phone #: 501- [REDACTED]

- ☒ Hot Tar
- ☐ Hot Mix
- ☐ Basing
- ☒ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ Flat Price sq. yds.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9

Total sq. yards is: Flat Price sq. yds.

The Down Payment is: \$

Labor Fee is: \$

Total Job Price: 3,000 \$.00

\$32.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

X Mrs. [REDACTED] customer

Date 6 / 1 / 17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

PH. 501: [redacted]
HUMNOKE, AR 72072

503
81-651/828
562

6-1-17

Date

Pay to the
Order of

RS Construction

\$ 3,000.00

Three thousand & 00/100

Dollars



Right Where You Are
INFOLINE 1-888-797-7711

For Driveway - asphalt

0503

Horizontal Clock

209 yd

115 yds

3200.

3000

9180

1140

rs construction

870-772-0968
cell 913-943-9642

2513 McCain Blvd 215
north little rock ar 72116
free estimates

Leg, Ar 72037



LITTLE ROCK AR 722

28 AUG 2017 PM 4 L



RECEIVED

AUG 30 2017
8:32 AM

72201-251050



Office of Attorney General
323 Lomb St. Suite 200
Little Rock, Ar 72201-2510



Office of Arkansas Attorney General
323 Center Street, Suite 200
Little Rock, AR 72201-2610

Consumer Protection Division
(501) 682-2341 (800) 482-8982
ArkansasAG.gov
Consumer@ArkansasAG.gov

CONSUMER COMPLAINT

Please type or print with ink. A copy of this complaint will be sent to the party complained against.

[REDACTED]
Your Name

ROBERT STEVENS
Company/Individual Complained Against

[REDACTED]
Your Address

Address

LITTLE ROCK, AR 72206
City, State, Zip Code

City, State, Zip Code

PULLASKI 501-[REDACTED]
Your County Your Home Telephone

Telephone

[REDACTED] 501-[REDACTED]
Your Work Telephone Your Mobile Telephone

Company Website

Your Email Address

Name of Salesperson ROBERT STEVENS

May we communicate with you via email? ☐ Yes ☒ No

Account Number (if applicable)

Your Age 84 Date of Transaction 6-17

Estimate of dollars involved 11500.00

Product or Service Involved ASPHALT DRIVE

Your view as to a fair resolution of this matter: need Advice

PLEASE EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT. ENCLOSE COPIES (NOT ORIGINALS) OF ANY CONTRACTS, SALES SLIPS, CANCELLED CHECK, ADVERTISEMENTS, CORRESPONDENCE OR RELATED DOCUMENTS. Attach additional sheets if necessary.

WE HAVE NO CONTRACT AND CONFUSED ME ABOUT THE AMOUNT OF MONEY I WAS SPENDING. HE SAID IT WAS VERY CHEAP BECAUSE HE HAD IT LEFT OVER FROM ANOTHER JOB. HE TRIED TO GET OTHER ELDER people to do the SAME

The information contained here is true and accurate to the best of my knowledge. I understand that the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of the activities of this party and for any other assistance which may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand that a copy of what I submit to the Attorney General's Office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's Office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and that it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

Date 8-30-17

[REDACTED]
Signature of person filing complaint

EXHIBIT

5

Little Rock, AR 72206

1321

81-10/820

6/14/17 DATE

PAY TO THE
ORDER OF

Robbie Ks STEVENS

\$ 5,000

FIVE THOUSAND NO

DOLLARS

Photo
Safe
Deposit
Details on back

 **REGIONS**

FOR


0132

Regions Bank > <

Regions Bank > <

Robert Stevens


Posting Date	Jun 14 2017
DB/CR	D
Amount	\$5,000.00
Item Bank	53
Account	
Check No	1321
Posting Seq No	
Business Unit Seq No	




 Little Rock, AR 72206


1328
 81-10/820


6-29-17
 DATE


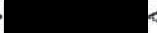
PAY TO THE ORDER OF Robert Stevens \$ 1,000.00
One Thousand DOLLARS

 **REGIONS**




FOR 
 01328
Hazard Clerk



Regions Bank >  <


Regions Bank >  <

Robert Stevens

Posting Date	Jun 30 2017
DB/CR	D
Amount	\$1,000.00
Item Bank	53
Account	
Check No	1328
Posting Seq No	
Business Unit Seq No	

Date	6/29/17	Ck#	2540	Amt	3,000.00
------	---------	-----	------	-----	----------

SIMMONS BANK
 2142 85

Robert Stevens

6/29/17 Ck# 2540 Amt 3,000.00

Date	6/15/17	Ck#	2573	Amt	2,500.00
------	---------	-----	------	-----	----------

Date	6/15/17	Ck#	2573	Amt	2,500.00
------	---------	-----	------	-----	----------

RECEIVED

JUN 28 2017



ATTORNEY GENERAL
OF ARKANSAS

Office of Arkansas Attorney General
323 Center Street, Suite 200
Little Rock, AR 72201-2610

Consumer Protection Division
(501) 682-2341 (800) 482-8982
ArkansasAG.gov
Consumer@ArkansasAG.gov

CONSUMER COMPLAINT

Please type or print with ink. A copy of this complaint will be sent to the party complained against.

[REDACTED]
Your Name

[REDACTED]
Your Address

Texarkana, Ar. 71854
City, State, Zip Code

Pulaski
Your County

[REDACTED]
Your Home Telephone

[REDACTED]
Your Work Telephone

May we communicate with you via email? ☒ Yes ☐ No

Your Age 82 Date of Transaction 06 / 19 / 2017

Product or Service Involved Asphalt Driveway

Your view as to a fair resolution of this matter: Jailed and Banned from Scaming Arkansas People

PLEASE EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT. ENCLOSE COPIES (NOT ORIGINALS) OF ANY CONTRACTS, SALES SLIPS, CANCELLED CHECK, ADVERTISEMENTS, CORRESPONDENCE OR RELATED DOCUMENTS. Attach additional sheets if necessary.

Sheets Attached:

Contract they gave me when thye were thru and demanding payment

Copy of Complaint by me.

Business Card given after the fact.

Police card where I filed a report. # [REDACTED]

Copy of Master card transaction that they forced me to do.

The information contained here is true and accurate to the best of my knowledge. I understand that the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of the activities of this party and for any other assistance which may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand that a copy of what I submit to the Attorney General's Office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's Office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and that it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

Date 06 / 27 / 2017

[REDACTED]

EXHIBIT
6

AG COMPLAINT FORM ON ASPHALT DRIVE

Came by and said he had leftover asphalt from another job real cheap. I ask how much and he said he didn't know how much asphalt was left in the

truck, so he didn't give a price. He left to go check the truck and I was back inside when I heard some noise out front and when I went out

they had about half of the driveway tore up (in probably a couple of minutes) I went out and ask again How Much and again he didn't know.

There was 6 or 8 of them and one of them stayed with me at all times talking and asking questions. He ask for a water hose to wet down the drive

and while I was in the back getting the hose they covered about 1/2 with asphalt and was rolling it down, I ask the one with me how much is this

going to cost and he said probably around \$1500 and in a little while they had put asphalt on all the drive and changed the old driveway until

it covered the water meter and is about 4 feet over the next door driveway. They followed me up on the deck with one in front and one behind and

started demanding payment right now. Boss said check, told him I didn't have money in the bank and he said you have to come up with it right now.

I remembered a master card was in my billfold that hasn't been used in years so I gave it to him and told him I didn't know the limit on it so

he took it to his SUV and ran it. Then he came back on the deck and told the other one to give me a contract and to make it for \$5400. I never

gave them permission to even start work in the first place. They just came back and started. I call master card and canceled, then when I

receiver a letter from master card suggesting to file a police report I Did. Dug the water meter lid out and ask the water company for a

extension to raise the lid up with the asphalt. Can't do anything about it covering up part of the next door driveway. There was a space of about

a foot and one half between the two driveways, This was where the water meter was before they changed the driveway.

Also he measured the driveway at 181 feet, I have a rolling wheel for fence jobs in the past and I measured 140 feet on the inside / 150 feet in

the middle and 160 feet on the very outside following all the bow outs. If this Con Artist can be Stopped I would Appreciate it Very Much

*** (I have a after the fact contract / rs construction business card / copy where he charged the master card, but don't how to attach them.)

For him to be jailed and banned from scamming people in Arkansas.

If not, he should have to pay for a Real Asphalt Company to tear out this mess with asphalt 4 inches thick in some places

and 3/4 to 1 inch thick in others. and then asphalted right in line with the old gravel drive and uncover the water meter .

STEVENS CONSTRUCTION
6906 MANOR CREST DRIVE
TEXARKANA, AR 71854
PHONE #(877) 744-3331

SALE

RS Asphalt

903-949-9642

MID: 000015513919

TID: 001

REF#: 00000001

Bank ID: 6001

Batch #: 170001

06/19/17

12:17:58

APPR CODE: [REDACTED]

MASTERCARD

Swiped

AMOUNT \$5,400.00

APPROVED

THANK YOU
HAVE A NICE DAY

CUSTOMER COPY

- ☒ Paving
☒ Driveway
☐ Striping
☐ Clay Basing

- ☐ Chip
☒ Cleaning
☐ Cold Mix
☐ Grading
☐ Resurface
☐ Gravel
☐ Road

- ☐ Patching Bad Areas
☐ Seal Coating
☐ Parking Lot
☐ Tack Coat Driveways
☐ Dig Out High Spots
☐ Dig Out Existing
☐ Hot Oil Sand

The price per sq. yard is:

\$ Flat Price sq. yds.

Every 10 sq. yard is:

\$

10 sq. yards consist of a 10x9

Total sq. yards is:

Flat Price sq. yds.

The Down Payment is:

\$

Labor Fee is:

\$

Total Job Price:

5,400. \$ 00

Credit card
SALE

\$42.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

Customer

Date 6 / 19 / 17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: Little Rock, AR 72206

Phone #: 501 [REDACTED] - [REDACTED]

- ☒ Hot Tar
- ☒ Hot Mix
- ☐ Basing
- ☐ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☒ Cleaning
- ☐ Cold Mix
- ☒ Grading
- ☒ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is:

\$ Flat Price sq. yds.

Every 10 sq. yard is:

\$

10 sq. yards consist of a 10x9

Total sq. yards is:

Flat Price sq. yds.

The Down Payment is:

\$

Labor Fee is:

\$

Total Job Price:

3,400. \$ 00

Credit card
SALE

\$42.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

Customer

Date 6, 19, 117

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

rs construction

670-772-0968
cell 863-649-9642

2318 McDowell Rd
North Little Rock, AR 72116
free estimates



Pulaski County Sheriff's Office

Doc Holladay, Sheriff

Deputy Brian Cox #4311
Enforcement Division

2900 South Woodrow
Little Rock, AR 72204-6597

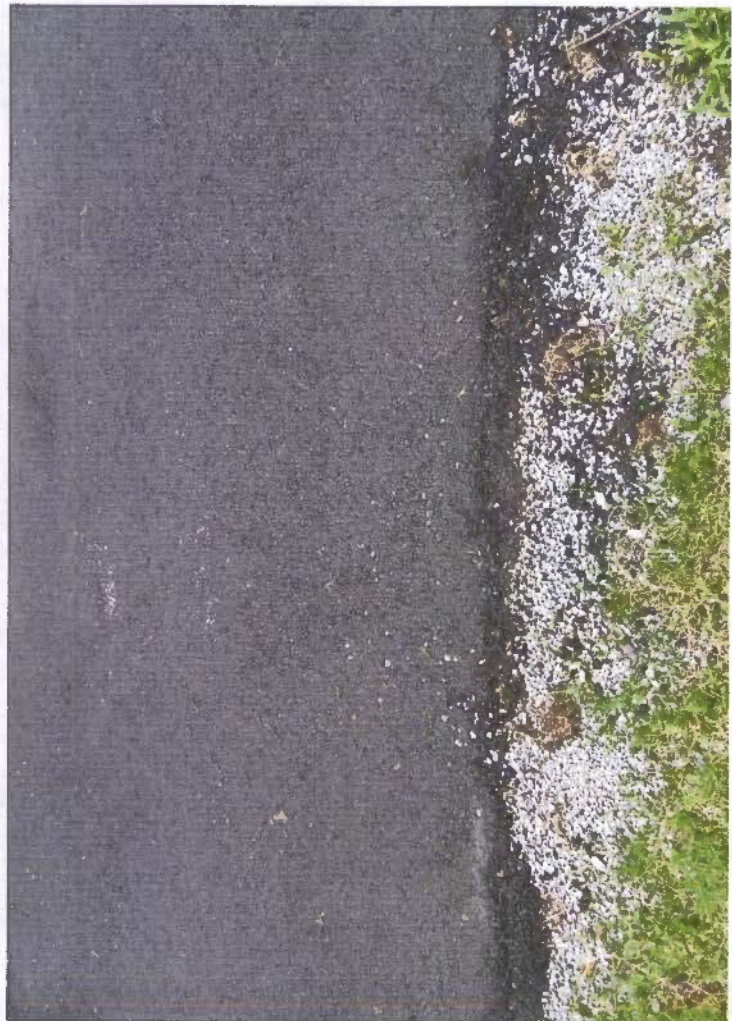
Emergency Only: 911
Non-Emergency: 501-340-6963

Report #



-







ATTORNEY GENERAL
LESLIE RUTLEDGE
 ARKANSASAG.GOV

MAY 21 2018
 ATTORNEY GENERAL
 OF ARKANSAS

CONSUMER COMPLAINT

Type or print with ink. If you are completing this form for someone else, include that information in the explanation.

[REDACTED] 77
 Your Name Age

[REDACTED] LITTLE
 Your Address, City, State, Zip Code

ROCK, AR 72206

NA 501-[REDACTED]-[REDACTED]
 Your Email Address Home Phone

NA Retired
 Mobile Phone Work Phone

RS Construction-Stevens Constr.
 Company/Individual Complaint Against 6906 Manor Crest DR
2513 McCain Blvd 215-Texas AR.
N.L. Rock, AR 72116 71854

Address, City, State, Zip Code STEVENS CONST.
RS CONST.
903-949-9642 - 877-744-5551

Phone Website

ROBERT STEVENS
 Salesperson

May we communicate with you via email? ☐ Yes ☒ No

Are you active duty military? ☐ Yes ☒ No

Are you a veteran? ☐ Yes ☒ No

Do you have a disability? ☐ Yes ☒ No

Account number (if applicable) _____

Estimate of dollars involved \$ 4,980.00

Product or service involved RS Asphalt, DRIVEWAY

Date of transaction 6-26-2017

EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT AND YOUR VIEW AS TO A FAIR RESOLUTION. INCLUDE COPIES (NOT ORIGINALS) OF RELATED CONTRACTS, RECEIPTS, CANCELLED CHECKS, CORRESPONDENCE, ADVERTISEMENTS OR DOCUMENTS.

Mr. Stevens did not tell me up front how much the driveway
would cost. If he had told me that it would cost \$4,980.00 I
would have told him NO. [REDACTED] and I live on a fixed income.
All he would say is that he would charge me \$30.00 a sq. yd.
The driveway is just one lane with a small apron. I believe
that we were taken advantage of, because of our age and
situation. This happened at a bad time for me and my husband.
(See attached)

The information is true and accurate to the best of my knowledge. I understand the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of activities of this party and for any other assistance that may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand a copy of what I submit to the Attorney General's office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

[REDACTED] [REDACTED]
 Signature of person filing complaint

5-17-2018
 Date

EXHIBIT

7

323 Center Street, Suite 200, Little Rock, AR 72201
 (501) 682-2007 | consumer@ArkansasAG.gov

[REDACTED] had suffered two strokes and had a heart condition. He was in Good Shepherd Rehab. due to be discharged Sept. 29, 2017. He was in a wheelchair and I needed a driveway to get him from the car to the house. He came home to Hospice Home Care.

I told Mr. Stevens all of this. [REDACTED] passed away Nov. 28, 2017

As far as a fair resolution as you can see I signed it. I would like some of my money back and a seal coating laid down. I just hope with all my heart that Mr. Stevens does not take advantage of anyone else.

Thank You

[REDACTED] [REDACTED]

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: Little Rock Ar. 72206

Phone #: _____

- ☒ Hot Tar
- ☒ Hot Mix
- ☒ Basing
- ☒ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ Flat Price sq. yds.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9 Flat Price sq. yds.

Total sq. yards is: \$

The Down Payment is: \$

Labor Fee is: \$

Total Job Price: 4980.00 \$

*Pa2
Credit Card*

\$42.50 sq. yd.

Will stop at Flat Price sq. yd. and see if customer wants more material.

Customer

[Signature]

Date 6/26/17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

rs construction

570-772-0368
or 800-848-8842

2513 McLane Blvd 215
North Little Rock, AR 72116
www.rsconstruction.com

STEVENS CONSTRUCTION
6906 MANOR CREST DR
TEXARKANA, AR 71854
(877) 744-5551

Bank of America
SALE

MID: 000015513919
TID: 002 REF#: 00000004
Batch #: 177002 RRN: 480100001
06/26/17 11:23:31
APPR CODE: [REDACTED]
VISA Chip
***** [REDACTED] **/**

AMOUNT \$2,000.00

APPROVED

Visa Credit
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 78 00

CUSTOMER COPY

Credit Union
STEVENS CONSTRUCTION
6906 MANOR CREST DR
TEXARKANA, AR 71854
(877) 744-5551

SALE

MID: 000015513919
TID: 002 REF#: 00000003
Batch #: 177001 RRN: 200100001
06/26/17 11:22:09
APPR CODE: [REDACTED]
VISA Chip
***** [REDACTED] **/**

AMOUNT \$2,980.00

APPROVED

Visa Credit
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

CUSTOMER COPY



Office of Arkansas Attorney General
323 Center Street, Suite 200
Little Rock, AR 72201-2610

Consumer Protection Division
(501) 682-2341 (800) 482-8982
ArkansasAG.gov
Consumer@ArkansasAG.gov

CONSUMER COMPLAINT

Please type or print with ink. A copy of this complaint will be sent to the party complained against.

Your Name

Your Address

City, State, Zip Code

Your County

Your Work Telephone

Your Email Address

May we communicate with you via email? ☒ Yes ☐ No

Your Age 67 Date of Transaction 7-11-17

Product or Service Involved ASPHALT DRIVEWAY

Your view as to a fair resolution of this matter: RETURN \$2500.00

Company/Individual Complained Against

Address

City, State, Zip Code

Telephone

Company Website

Name of Salesperson

Account Number (if applicable)

Estimate of dollars involved

PLEASE EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT. ENCLOSE COPIES (NOT ORIGINALS) OF ANY CONTRACTS, SALES SLIPS, CANCELLED CHECK, ADVERTISEMENTS, CORRESPONDENCE OR RELATED DOCUMENTS. Attach additional sheets if necessary.

ON TUESDAY 7-11-17, I WAS MOVING MY YARD WHEN A TRUCK PULLED UP IN MY DRIVE, MY DRIVE WAS PAVED ON 2 ENDS AND A 15 1/2 FEET IN THE CENTER NOT PAVED JUST GRAVEL. ROBERT STEVENS ASK IF I WOULD LIKE THAT PAVED, I SAID YES AND ASK WHAT IT WOULD COST. HE WOULD NOT GIVE ME AN ESTIMATE. SAID HE HAD TO MEASURE IT AFTER IT WAS DOWN. INSTEAD OF FIXING THE ONE PLACE HE PAVED THE WHOLE DRIVEWAY, THEN GIVE ME A BILL FOR \$5000.00

The information contained here is true and accurate to the best of my knowledge. I understand that the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of the activities of this party and for any other assistance which may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand that a copy of what I submit to the Attorney General's Office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's Office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and that it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

Date 7-14-17

Signature of person filing complaint

EXHIBIT

8

RS Asphalt

903-949-9642

CUSTOMER

Name: [REDACTED]

Address: [REDACTED]

City: Mabelvale AR

Phone #: 501- [REDACTED] - [REDACTED]

- ☒ Hot Tar
- ☒ Hot Mix
- ☒ Basing
- ☒ Paving
- ☒ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is:

\$ Flat Price sq. yds.

\$ 1789

Every 10 sq. yard is:

10 sq. yards consist of a 10x9

Total sq. yards is:

Flat Price sq. yds.

The Down Payment is:

Labor Fee is:

Total Job Price:

~~5000.00~~ 00 \$

Will stop at

Flat Price

sq. yd. and see if customer wants more material.

Customer

Date

7 / 11 / 17

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

NEVER GAVE A PAISSE
PUT ASSELT DOWN
THEN GAVE \$100,000.00

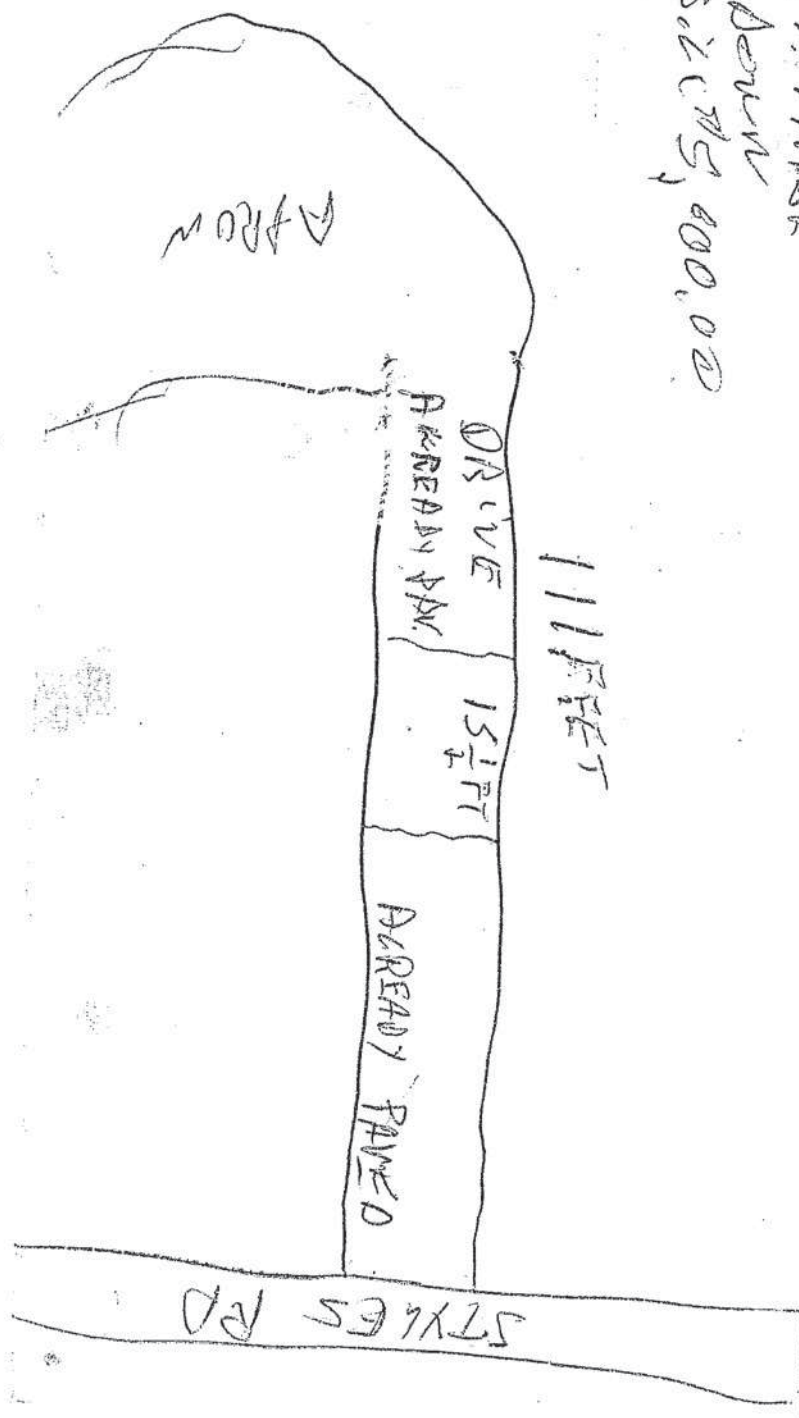
Better Business
Bureau

501-664-7274

AG's OFFICE

601-682-2007

© PCH





ATTORNEY GENERAL
LESLIE RUTLEDGE
ARKANSASAG.GOV



CONSUMER COMPLAINT

Type or print with ink. If you are completing this form for someone else, include that information in the explanation.

[REDACTED] 78
Your Prefix (Mr. Ms. or Mrs.) and Name Age

[REDACTED]
Your Address

BENTON, AR 72019
City, State, Zip Code

[REDACTED]
Your Email Home Phone

501 [REDACTED] 501 [REDACTED]
Mobile Phone Work Phone

ROBERT STEVENS - DBA PRO-PAVE ASPHALT
Company/Individual Complaint Against

6906 MANOR CREST DR.
Address

TEXARKANA, USA
City, State, Zip Code

903-293-1636, 870-772-0968, 844-455-5458
Phone Email and/or Website

Salesperson, Serviceperson or other Employee

May we communicate with you via email? ☒ Yes ☐ No

Are you active duty military? ☐ Yes ☒ No

Are you a veteran? ☒ Yes ☐ No

Do you have a disability? ☐ Yes ☒ No

Account number (if known) _____

Estimated amount paid \$16,000 - \$5,000 = \$11,000

Product or service involved ASPHALT PAVING

Date of transaction 30 JULY 2019

EXPLAIN THE CIRCUMSTANCES SURROUNDING YOUR COMPLAINT AND YOUR VIEW AS TO A FAIR RESOLUTION. INCLUDE COPIES (NOT ORIGINALS) OF RELATED CONTRACTS, RECEIPTS, CANCELLED CHECKS, CORRESPONDENCE, ADVERTISEMENTS OR DOCUMENTS.

The information is true and accurate to the best of my knowledge. I understand the Arkansas Attorney General's office does not represent individuals in matters involving private disputes. I am filing this complaint to notify the Attorney General's office of activities of this party and for any other assistance that may be rendered, including attempted resolution of my complaint or referral to another appropriate entity. I understand a copy of what I submit to the Attorney General's office will be provided to the party I am complaining against in an effort to resolve the complaint. I authorize the party against which I have filed a complaint to communicate with and provide information to the Arkansas Attorney General's office. I also understand that my complaint may be referred to other agencies. I acknowledge that the Attorney General will keep a record of this complaint and it may be deemed a public record subject to disclosure under the Arkansas Freedom of Information Act.

[REDACTED]
Signature of person filing complaint

9-3-19
Date

EXHIBIT
9

323 Center Street, Suite 200, Little Rock, AR 72201
(501) 682-2007 | consumer@ArkansasAG.gov

I was interested in getting my driveway sealed, so when I saw Pro Pave asphaltting my neighbors driveway, I went over and asked them for a quote on sealing my driveway. I didn't hear from them for about a week. Then one morning he stopped by and said he had a little mat'l left from a job and do I want him to spread to on my driveway at \$30.00 yd and no labor cost. I asked him how many yards he had, and he said he couldn't remove the curtains to see. So I let him get started and when he started one of his guys had me go on the other side of my house so I couldn't see what they were doing. He kept me distracted almost the whole time he was laying the asphalt. When about 3/4 of the way thru, the owner came over to me and said you know a yard is 3ft X3ft? I said yes, I failed to realize at that time he had changed it from yards of mat'l. the square yards of area. I told him at that time that was a lot more mat'l than a little left over from a previous job. When he saw I was mad he told me the cost \$16,000.00 and had his guy tell me that one of his employees was a ex heavyweight boxer, (imitation). So I paid him. Then I saw a segment on channel 7 about seven on your side on how this guy did the same thing to a older couple. So I called Jason Peterson.

Jason came out and interviewed me and told me would do a segment on my problem, of which he did. Jason then called Robert Stevens and told him he should settle with me because that was more than the asphalt association said it was worth. Robert then called me and we settled on a \$5000.00 refund.



9-3-19

Pro-Pave Asphalt

844-459-5958

CUSTOMER

Name: [REDACTED] [REDACTED] *my name*

Address: [REDACTED] [REDACTED] [REDACTED]

City: Brenton, AL 36019

Phone #: _____

- ☐ Hot Tar
- ☐ Hot Mix
- ☐ Basing
- ☐ Paving
- ☐ Driveway
- ☐ Striping
- ☐ Clay Basing

- ☐ Chip
- ☐ Cleaning
- ☐ Cold Mix
- ☐ Grading
- ☐ Resurface
- ☐ Gravel
- ☐ Road

- ☐ Patching Bad Areas
- ☐ Seal Coating
- ☐ Parking Lot
- ☐ Tack Coat Driveways
- ☐ Dig Out High Spots
- ☐ Dig Out Existing
- ☐ Hot Oil Sand

The price per sq. yard is: \$ FLAT RATE sq. yds.

Every 10 sq. yard is: \$

10 sq. yards consist of a 10x9 _____

Total sq. yards is: FLAT PRICE sq. yds.

The Down Payment is: \$

Labor Fee is: \$

Total Job Price: 16,000 \$

5373441

30 sq yd

\$42.50 sq. yd.

Will stop at FLAT PRICE sq. yd. and see if customer wants more material.

Customer

Date 7/30/19

WE DO NOT USE LEFTOVER MATERIAL

All work guaranteed for one year under conditions. We do not guarantee against vegetation, drainage, water puddles, hairline cracks, or prints made by vehicles or other objects. Seal coating is an additional cost. Our prices do not concern other contractor's prices or opinions. Payment is required upon completion. If customer cancels order any time after signing this contract, 25% of original payment is required for breakage. No money refunds.

MAKE CHECKS PAYABLE TO ROBERT STEVENS

Driveways • Parking Lots • Specializing in Overlays



6906 Manor Crest Dr.
Texarkana, USA

870-772-0968
cell: 903-293-1636

Benton, AR 72019

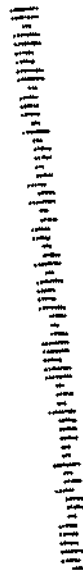
LITTLE ROCK, AR 722
03 SEP 2019 PM 4 L

9:02
9:02



APPROXIMATELY 6:30 PM
323 CENTRAL ST
LITTLE ROCK, AR 72201

72201-251050



Edith Collins

From: consumer@arkansasag.gov
Sent: Monday, August 26, 2019 4:17 PM
To: Consumer Division
Subject: Consumer Complaint Form Submission

Categories: Billing Dispute/Purchase

Prefix Mr.

Your name [REDACTED] [REDACTED]

Age 33

Your address [REDACTED] [REDACTED] [REDACTED]

City Gravette

State Arkansas

Zip code 72736

Home phone [REDACTED]

Mobile phone

Work phone

Email [REDACTED]

No Email Communication Not checked

Military History

Do you have a disability? No

Who are you filing a complaint against? Pro-Pave

Company/individual address

City

State

Zip code	
Phone	903-293-1636
Email	
Website	
Salesperson, serviceperson or other employee	Robert Stevens
Product or service	Paving
Transaction date	August 26, 2019
Estimated amount paid	9400.00
Explain the circumstances surrounding your complaint.	<p>An individual with Pro-Pave approached me today and said that they have finished a job at a nearby construction site and they have leftover asphalt that they are trying to offload before it cools and it would be perfect for a driveway, and they would provide it at a steeply discounted rate.</p> <p>I told them that I did not own the property, but they could come out to my home on [REDACTED] and quote the job. I asked how much they had, and he said that they it would do a small driveway.</p> <p>They showed up at my house very quickly and before I could assert what I wanted, they had already begun working. I was able to get them to slow down and listen for a moment and try to discuss money with them, but they kept saying it would be a “great deal” and that I would be “very happy.”</p> <p>I continued to try and understand how much it would cost, but I could not get any meaningful information. The entire paving job was done in less than 2 hours, with little regard to myself.</p> <p>Every time I tried to get information, I was pushed aside and felt myself a bit threatened by the people who I was trying to understand cost and services.</p> <p>When they finished I asked them for the amount again and they started to arbitrarily do some calculations and presented me with a \$9488 bill. I protested but they got confrontational and tried to follow me into the house. I figured the safest thing to do was to write them a check, which I did, so they would leave.</p> <p>I put in a stop payment shortly thereafter and I have been in contact with the police. They are now incessantly calling me, as they tried to cash the check directly at a branch of my bank.</p> <p>I believe this company has done this scam at least once, if not many times</p>

before.

Your view of a fair resolution to the matter By his original numbers that he tossed around, I calculated that it would cost about \$3000 for paving the amount that they stated they had available. I would consider paying that if a verifiable and honorable warranty on the asphalt can be provided.

Do you have supporting documentation?

**Additional document upload
#2 (if needed)**

**Additional document upload
#3 (if needed)**

Submit

Sent by ProcessWire Form Builder • 2019/08/26 4:17pm